

RELEASE OF LIABILITY

Rider/Student

WITNESS THIS AGREEMENT this [REDACTED] day of [REDACTED], in the year **2015**,

by and between **Brenda Paradis of Diamond B Equestrian Center**, hereinafter referred to as INSTRUCTOR/MANAGER

and [REDACTED], hereinafter referred to as RIDER/STUDENT. *(If under 18 years of age, must be signed by Parent/Guardian)*

For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Instructor/Manager, Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

1. INHERENT RISKS AND ASSUMPTION OF RISK. The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Rider agrees to abide by and follow Instructor/Manager's rules and regulations, which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Instructor/Manager.

2. RIDER AGREES TO HOLD HARMLESS, indemnify and defend Instructor/Manager against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of Instructor/Manager and the facilities located thereon.

3. IN THE EVENT Rider is using Rider's own horse, or a horse(s) not owned by Instructor/Manager, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Instructor/Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Instructor/Manager to be in good health, or is deemed dangerous or undesirable.

4. ANY ACTION brought under this agreement shall be brought within one (1) year of the incident or accident, giving rise to said claim. Rider agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.

5. RIDER AGREES to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

6. **WARNING**

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

THIS WARNING INVOLVES EQUINE ACTIVITIES ON OR OFF LOCATION OR SITE OF BUSINESS OF EQUINE PROFESSIONAL.

[Redacted] (PLEASE INITIAL)

I [Redacted] the student/rider (If under 18 years of age then parent/guardian must sign) Acknowledge and have Read the Warning Sign as it reads above and as posted with obvious visibility on North West end of facility Barn.

Signature of Rider

[Redacted]

Signature of Instructor _____

Student Profile:

Age

[Redacted]

Riding Experience

[Redacted]

Contact Phone

[Redacted]

Email

[Redacted]

CANCELLATION POLICY:

Notice of 48 hours is required for cancellation of a scheduled riding lesson. If the student cancels the day of the riding lesson or does not show up for the scheduled lesson, a cancellation fee of \$17.50 (1/2 the lesson rate) will be assessed, regardless of the reason for not attending.

Initial [Redacted]